



Lincoln Police Department  
Thomas K. Casady, Chief of Police  
575 South 10th Street  
Lincoln, Nebraska 68508

402-441-7204  
fax: 402-441-8492



MAYOR CHRIS BEUTLER

lincoln.ne.gov

April 2, 2008

Mayor Beutler and City Council  
City of Lincoln  
City County Building  
Lincoln, NE

Mayor Beutler and Members of the City Council:

An investigation has been made regarding the application of Sidewinders, 1644 'O' Street requesting a class C liquor license.

Rett Bellamy, owner has requested that he be approved as the manager of the liquor license.

Background information on the applicant is as follows:

Rett Bellamy was born in Lexington, Nebraska. He attended Dorchester High School graduating in 1999.

Rett Bellamy employment history is as follows:

2001 - Present	Owner, Bellamy Construction	Lincoln, NE.
2007 - 2008	Bartender, WC's	Lincoln, NE.
2000 - 2002	Maintenance, Century	Lincoln, NE.
2000 - 2001	Forklift Operator, T.O. Haas	Lincoln, NE.

**The Lincoln Police Department is recommending denial of this application based on the criminal history, and the character and reputation of the applicant. The criminal history has been included for your review.**

If this application is approved, it should be with the understanding that it conforms to all the rules and regulations of Lincoln, Lancaster County and the State of Nebraska.

THOMAS K. CASADY, Chief of Police



A nationally accredited law enforcement agency







## LINCOLN POLICE DEPARTMENT PUBLIC RECORD CRIMINAL HISTORY

This is a list of criminal citations and arrests by the Lincoln Police Department for this person since 1980.

- Arrests or citations by any other law enforcement agency are not included.
- Arrests where no charges were filed are only included during the most recent year.
- Charges that were sent to diversion are only included during the most recent 2 years.
- Charges that were dismissed are only included during the most recent 3 years.
- Any arrest over 1 year old, that has no disposition, is not included.
- Minor traffic infractions and cases when the subject was under the age of 16 or cases transferred to juvenile court are not included.

If the phrase "\*\*\*\*END OF LISTING\*\*\*\*" does not appear at the bottom of this report, then this list is not complete.

FOR: RETT ANTHONY BELLAMY , Male, DOB:

Date of listing: 03-21-2008

CODES FOR CRIMINAL HISTORY (I)=Infraction(M)=Misdemeanor(F)=Felony(O)=Other

Cited on 01-26-2008	for (M)DOMESTIC ASSAULT-3RD DEG	Case A8-007445
	as STILL PENDING	Cit# LB115955
Cited on 09-07-2007	for (M)POSSESS STOLEN PROPERTY	Case A7-097900
Disposed 09-25-2007	as (O)PROSECUTION DECLINED	Cit# LB099857
Cited on 11-30-2006	for (M)DRIVING UNDER INFLUENCE/.08, SECOND OFFEN	Case A6-129233
Disposed 03-30-2007	as (M)DRIVING UNDER INFLUENCE/.08, SECOND OFFEN	Cit# LB059121
<b>FOUND GUILTY Fined \$500.00 &amp; Sentenced 10 DAYS</b>		
12 MOS PROB		
Cited on 11-30-2006	for (M)SUSPENDED/REVOKED/NOT ELIGIBLE, SUBSEQUEN	Case A6-129233
Disposed 02-21-2007	as (M)SUSPENDED LICENSE, ELIGIBLE	Cit# LB059121
<b>DISMISSED</b>		
Cited on 10-13-2006	for (M)DISTURBING THE PEACE	Case A6-112034
Disposed 12-18-2006	as (M)DISTURBING THE PEACE	Cit# LB052314
<b>FOUND GUILTY Fined \$150.00</b>		
Cited on 04-01-2006	for (M)DUI-AGGRAVATED (2ND OFF)	Case A6-031636



Disposed 11-17-2006	as (M)DUI-AGGRAVATED (2ND OFF)	Cit# LB003969
<b>FOUND GUILTY Fined \$500.00 &amp; Sentenced 30 DAYS</b>		
24 MOS PROB		
Cited on 02-12-2006	for (M)URINATING IN PUBLIC	Case A6-014485
Disposed 04-03-2006	as (M)URINATING IN PUBLIC	Cit# LB006879
<b>FOUND GUILTY Fined \$50.00</b>		
Arrested 04-08-2005	for (F)2ND DEGREE ASSAULT	Case A5-035121
Disposed 02-24-2006	as (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Cit# LA964877
<b>FOUND GUILTY Fined \$25.00</b>		
Arrested 04-02-2005	for (M)ASSAULT, 3RD DEGREE	Case A5-032757
Disposed 02-24-2006	as (M)ASSAULT, STRIKE OR CAUSE BODILY INJURY	Cit# LA958342
<b>FOUND GUILTY Fined \$25.00</b>		
Cited on 04-01-2000	for (M)DRIVING UNDER INFLUENCE, FIRST OFFENSE	Case A0-033376
Disposed 11-03-2000	as (M)DRIVING UNDER INFLUENCE, FIRST OFFENSE	Cit# LA707082
<b>FOUND GUILTY Fined \$400.00</b>		
09 MOS PROB		
Cited on 09-24-1999	for (M)TRESPASS UPON PROPERTY OF ANOTHER	Case
Disposed 10-12-1999	as (M)OCCUPY A BUSINESS PARKING LOT AFTER HOURS	Cit# LA6871200
<b>FOUND GUILTY Fined \$25.00</b>		

\*\*\* END OF LISTING \*\*\*



#1

Application for Liquor License - Rett A. Bellamy d/b/a Sidewinders  
Answer to #1

- Applicant pled guilty to Criminal Trespass - 2<sup>nd</sup> Degree in Saline County Court at CR 98-421 on September 15, 1998;
- Applicant pled guilty by waiver to Speeding (11-15 mph) in the Seward County Court at TR 99-1957 on July 26, 1999;
- Applicant pled guilty by waiver to Unsafe Backing in the Saline County Court at TR 99-503 on July 26, 1999;
- Applicant pled guilty to 3<sup>rd</sup> Degree Assault in the Seward County Court at CR 99-581 on August 9, 1999;
- Applicant pled guilty to Minor in Possession of Alcohol in the Seward County Court at CR 99-583 on August 23, 1999;
- Applicant pled guilty by waiver to Occupy Business Parking Lot After Hours in the Lancaster County Court at CR 99-13920 on October 12, 1999;
- Applicant pled guilty to Reckless Driving (1<sup>st</sup> offense) and Possess Open Alcohol Container in the Lancaster County Court at CR 99-16585 on January 5, 2000;
- Applicant pled guilty by waiver to Violate Stop or Yield Sign in the Seward County Court at TR 00-13 on January 10, 2000;
- Applicant pled guilty to DUI, first offense, in the Lancaster County Court at CR 00-4414 on July 11, 2000;
- Applicant pled guilty to Speeding (11-15 mph) and Driving under Suspension in the Lancaster County Court at CR 02-11578 on August 26, 2002;
- Applicant pled guilty by waiver to Cause Unnecessary Noise by Squealing Tires in the Lancaster County Court at TR03-8064 on May 22, 2003;
- Applicant pled guilty by waiver to No Motorcycle Operator's License and Improper Registration in the Lancaster County Court at TR 03-12021 on July 29, 2003;
- Applicant pled guilty by waiver to Violate Speed Limit (6-10 mph Municipal) in the Lancaster County Court at TR 04-3563 on March 15, 2004;
- Applicant pled guilty by waiver to Unlawful Entry Without Permit in the Lancaster County Court on August 4, 2004;
- Applicant pled guilty by waiver to Violate Speed Limit (16-20 mph) and Fictitious License Plates in the Lancaster County Court at TR 04-20637 on December 6, 2004;
- Applicant pled guilty by waiver to Speeding (6-10 mph Interstate) in the Cass County Court at TR 04-6078 on December 20, 2004;
- Applicant pled guilty by waiver to Violate Speed Limit (6-10 mph Municipal) in the Lancaster County Court at TR 05-6834 on April 21, 2005;
- Applicant pled guilty to 3<sup>rd</sup> Degree Assault in the Lancaster County Court at CR 05-5269 on June 6, 2005;
- Applicant pled guilty to Assault in the Lancaster County Court at CR 05-5937 on June 6, 2005;
- Applicant pled guilty by waiver to No Valid Registration in the Lancaster County Court at TR 05-19534 on September 21, 2005;
- Applicant pled guilty by waiver to Speeding (11-15 mph) in the Lancaster County Court at TR 05-22569 on November 2, 2005;



RECEIVED

MAR 18 2008

- Applicant pled guilty by waiver to Unlawful U-Turn between Intersections in the Lancaster County Court at TR 05-26306 on December 20, 2005;
- Applicant pled guilty by waiver to Violate Motor Carrier Safety Regulations (3 counts), Unlawful Display of Plates / Renewal Tabs, Fail to Display Proper Number of Plates and No Brake Lights / Turn Signals in the Lancaster County Court at CR 06-3927 on March 7, 2006;
- Applicant pled guilty by waiver to Urinating in Public in the Lancaster County Court at CR 06-4330 on April 3, 2006;
- Applicant pled guilty to Disturbing the Peace in the Lancaster County Court at CR 06-22397 on December 18, 2006;
- Applicant pled guilty to Drive under Suspension in the Sarpy County Court at CR 06-10094 on December 20, 2006;
- Applicant pled guilty by waiver to Drive On Median in the Douglas County Court at TR 07-643 on January 31, 2007
- Applicant pled guilty to DUI, 2<sup>nd</sup> offense, in the Lancaster County Court at CR 06-25685 on February 21, 2007;
- Applicant pled guilty to DUI (.16+; 1 prior) in the Lancaster County Court at CR 06-7859 on March 30, 2007;
- Applicant pled guilty by waiver to Operate Unnumbered Motorboat in the Lancaster County Court at CR 07-17916 on September 24, 2007;
- Applicant pled guilty to Boating Under the Influence of Alcohol in the Lancaster County Court at CR 07-14581 on October 29, 2007;



# APPLICATION FOR LIQUOR LICENSE

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.ne.gov/

RECEIVED

MAR 18 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

CLASS OF LICENSE FOR WHICH APPLICATION IS MADE AND FEES  
CHECK DESIRED CLASS(S)

## RETAIL LICENSE(S)

- |                                     |   |   |         |
|-------------------------------------|---|---|---------|
| <input type="checkbox"/>            | A | BEER, ON SALE ONLY                            | \$45.00 |
| <input type="checkbox"/>            | B | BEER, OFF SALE ONLY                           | \$45.00 |
| <input checked="" type="checkbox"/> | C | BEER, WINE & DISTILLED SPIRITS, ON & OFF SALE | \$45.00 |
| <input type="checkbox"/>            | D | BEER, WINE & DISTILLED SPIRITS, OFF SALE ONLY | \$45.00 |
| <input type="checkbox"/>            | I | BEER, WINE & DISTILLED SPIRITS, ON SALE ONLY  | \$45.00 |

Class K Catering license may be added to any of these classes with the filing of the appropriate form and fee of \$100.00

## MISCELLANEOUS

- |                          |   |                          |                        |                       |
|--------------------------|---|--------------------------|------------------------|-----------------------|
| <input type="checkbox"/> | L | Craft Brewery (Brew Pub) | \$295.00               | \$1,000 minimum bond  |
| <input type="checkbox"/> | O | Boat                     | \$ 95.00               |                       |
| <input type="checkbox"/> | V | Manufacturer             | \$ 45.00(+license fee) | \$10,000 minimum bond |
| <input type="checkbox"/> | W | Wholesale Beer           | \$545.00               | \$5,000 minimum bond  |
| <input type="checkbox"/> | X | Wholesale Liquor         | \$795.00               | \$5,000 minimum bond  |
| <input type="checkbox"/> | Y | Farm Winery              | \$295.00               | \$1,000 minimum bond  |
| <input type="checkbox"/> | Z | Micro Distillery         | \$295.00               | \$1,000 minimum bond  |

All Class C licenses expire October 31<sup>st</sup>

All other licenses expire April 30<sup>th</sup>

Catering expire same as underlying retail license

## TYPE OF APPLICATION BEING APPLIED FOR (CHECK ONE)

- ☒ Individual License (requires insert form 1)  
☐ Partnership License (requires insert form 2)  
☐ Corporate License (requires insert form 3a & 3c)  
☐ Limited Liability Company (requires form 3b & 3c)

## NAME OF PERSON OR FIRM ASSISTING WITH APPLICATION

(commission will call this person with any questions we may have on this application)

Name Sean M. Reagan Phone number: 402-476-6585  
Firm Name Reagan Law Offices, PC, LLO



**PREMISE INFORMATION**Trade Name (doing business as) SidewindersStreet Address #1 1644 'O' Street

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster ☒ YES ☐ NO Zip Code 68508Premise Telephone number 402-601-9546Is this location inside the city/village corporate limits: ☒ YES ☐ NO

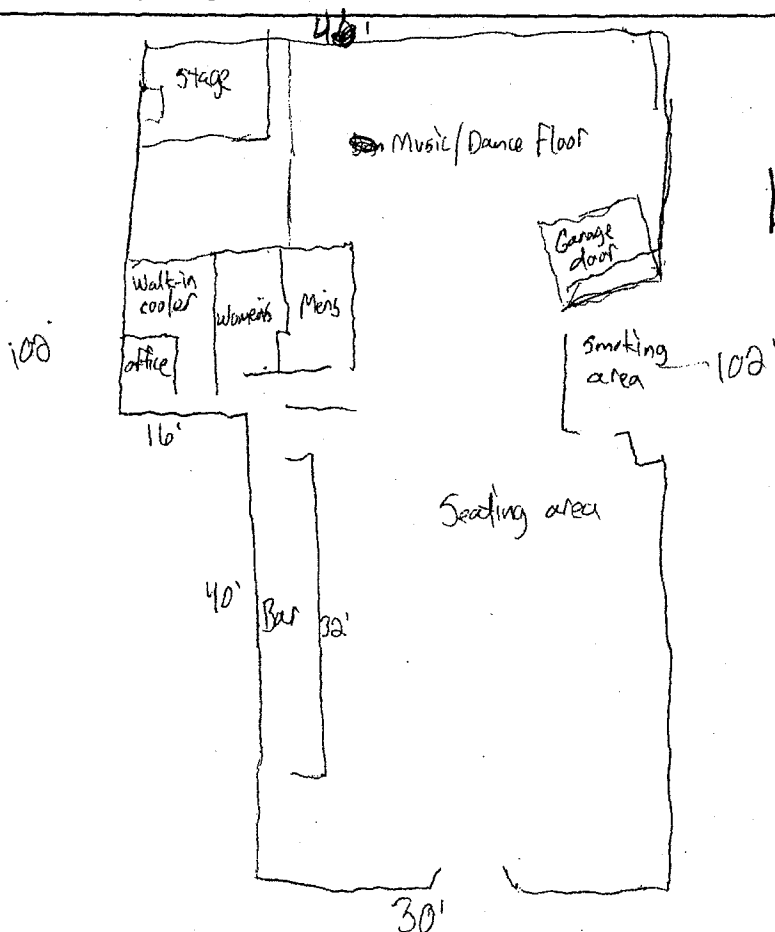
Mail address (where you want receipt of mail from the commission)

Name Rett Bellamy aka SidewindersStreet Address #1 1266 Euclid Ave.

Street Address #2 \_\_\_\_\_

City Lincoln County Lancaster Zip Code 68502**DESCRIPTION AND DIAGRAM OF THE STRUCTURE TO BE LICENSED**

In the space provided or on an attachment draw the area to be licensed. This should include storage areas, basement, sales areas and areas where consumption or sales of alcohol will take place. If only a portion of the building is to be covered by the license, you must still include dimensions (length x width) of the licensed area as well as the dimensions of the entire building in situations. No blue prints please. Be sure to indicate the direction north and number of floors of the building.



Entire one story  
bldg approx  
102' x 46'



## APPLICANT INFORMATION

### 1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY.

Has anyone who is a party to this application, or their spouse, EVER been convicted of or plead guilty to any charge. Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year and month of the conviction or plea. Also list any charges pending at the time of this application. If more than one party, please list charges by each individual's name.

☒ YES ☐ NO

If yes, please explain below or attach a separate page.

\*Guilty to Drive on Median in Douglas County Court at TR 07-643 on 1-31-07  
\*Guilty to Criminal Trespass - 2nd Degree in Saline County Court at CR 98-421 on 9-15-98  
\*Guilty to DUI - 1st offense in Lancaster County Court at CR 00-4414 on 7/11/00

see attached

Are you buying the business and/or assets of a licensee?

☒ YES ☒ NO

If yes, give name of business and license number \_\_\_\_\_

a) Submit a copy of the sales agreement including a list of the furniture, fixtures and equipment.

b) Include a list of alcohol being purchased, list the name brand, container size and how many?

3. Are you filing a temporary agency agreement whereby current licensee allows you to operate on their license?

☒ YES ☒ NO

If yes, attach temporary agency agreement form and signature card from the bank.

This agreement is not effective until you receive your three (3) digit ID number from the Commission.

4. Are you borrowing any money from any source to establish and/or operate the business?

☒ YES ☒ NO

If yes, list the lender \_\_\_\_\_

5. Will any person or entity other than applicant be entitled to a share of the profits of this business?

☒ YES ☒ NO

If yes, explain. All involved persons must be disclosed on application. \_\_\_\_\_

Will any of the furniture, fixtures and equipment to be used in this business be owned by others?

☒ YES ☒ NO

If yes, list such items and the owner. \_\_\_\_\_

Will any person(s) other than named in this application have any direct or indirect ownership or control of the business?

☒ YES ☒ NO

If yes, explain. \_\_\_\_\_

No silent partners



8. Are you premises to be licensed within 150 feet of a church, school, hospital, home for the aged or indigent persons or for veterans, their wives, children, or within 300 feet of a college or university campus?

☐ YES ☒ NO

If yes, list the name of such institution and where it is located in relation to the premises (Neb. Rev. Stat. 53-177)

9. Is anyone listed on this application a law enforcement officer?

☐ YES ☒ NO

If yes, list the person, the law enforcement agency involved and the person's exact duties

10. List the primary bank and/or financial institution (branch if applicable) to be utilized by the business and the individual(s) who will be authorized to write checks and/or withdrawals on accounts at the institution.

Tier One Bank - Rett A. Bellamy

11. List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. Include license holder name, location of license and license number. Also list reason for termination of any license(s) previously held.

None

12. List the person who will be the on site supervisor of the business and the estimated number of hours per week such person or manager will be on the premises supervising operations.

Rett A. Bellamy - @ 100 hours per week

13. List the training and/or experience (when and where) of the person lists in #12 above in connection with selling and/or serving alcoholic beverages.

Bartender for 1 year @ W.C.'s, 1228 P St., Lincoln. Applicant intends to complete both BASIC Server Training and Management Training through

14. If the property for which this license is sought is owned, submit a copy of the deed, or proof of ownership. If leased, submit a copy of the lease covering the entire license year. Documents must show title or lease held in name of applicant as owner or lessee in the individual(s) or corporate name for which the application is being filed.

☒ Lease: expiration date March 1, 2011

☐ Deed

☐ Purchase Agreement

15. When do you intend to open for business? May 1, 2008

16. What will be the main nature of business? Bar/Concert Venue

17. What are the anticipated hours of operation? Wed, Thurs, Saturday 6p-1a; Friday 4p-1a

18. List the principal residence(s) for the past 10 years for all persons required to sign, including spouses. If necessary attach a separate sheet.

RESIDENCES FOR THE PAST 10 YEARS, APPLICANT AND SPOUSE MUST COMPLETE

APPLICANT: CITY & STATE	YEAR		SPOUSE: CITY & STATE	YEAR	
	FROM	TO		FROM	TO
<u>Lincoln, NE</u>	<u>1999</u>	<u>present</u>			
<u><del>Lincoln</del> Dorchester, NE</u>	<u>1998</u>	<u>1999</u>			



The undersigned applicant(s) hereby consent(s) to an investigation of his/her background investigation and release present and future records of every kind and description including police records, tax records (State and Federal), and bank or lending institution records, and said applicant(s) and spouse(s) waive(s) any right or causes of action that said applicant(s) or spouse(s) may have against the Nebraska Liquor Control Commission, the Nebraska State Patrol, and any other individual disclosing or releasing said information. Any documents or records for the proposed business or for any partner or stockholder that are needed in furtherance of the application investigation of any other investigation shall be supplied immediately upon demand to the Nebraska Liquor Control Commission or the Nebraska State Patrol. The undersigned understand and acknowledge that any license issued, based on the information submitted in this application, is subject to cancellation if the information contained herein is incomplete, inaccurate or fraudulent.

Individual applicants agree to supervise in person the management and operation of the business and that they will operate the business authorized by the license for themselves and not as an agent for any other person or entity. Corporate applicants agree the approved manager will superintend in person the management and operation of the business. Partnership applicants agree one partner shall superintend the management and operation of the business. All applicants agree to operate the licensed business within all applicable laws, rules regulations, and ordinances and to cooperate fully with any authorized agent of the Nebraska Liquor Control Commission.

Must be signed in the presence of a notary public by applicant(s) and spouse(s). If partnership or LLC (Limited Liability Company), all partners, members and spouses must sign. If corporation all officers, directors, stockholders (holding over 25% of stock and spouses). Full (birth) names only, no initials.

Rett Bellamy  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Spouse

State of Nebraska

County of Nebraska

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this 14th day of March 2009 by

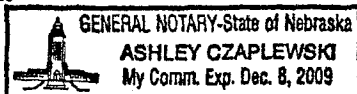
The foregoing instrument was acknowledged before me this \_\_\_\_\_ by

Rett Bellamy

Ashley Czapski  
Notary Public signature

\_\_\_\_\_  
Notary Public signature

Affix Seal Here



Affix Seal Here

In compliance with the ADA, this manager insert form 3c is available in other formats for persons with disabilities. A ten day advance period is required in writing to produce the alternate format.



**APPLICATION FOR LIQUOR LICENSE  
INDIVIDUAL  
INSERT - FORM 1**

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: [www.lcc.ne.gov](http://www.lcc.ne.gov)

Office Use

**RECEIVED**

MAR 18 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

**Individual applicants, including spouse, are required to adhere to the following requirements**

- 1) Must be a citizen of the United States
- 2) Must be a Nebraska resident (Chapter 2 - 006)
- 3) Must provide a copy of their certified birth certificate or INS papers
- 4) Must submit their fingerprints (2 cards per person)
- 5) Must sign the signature page of the Application for License form
- 6) Applicant may be required to take a training course

Name of individual applicant who will hold license

Last Name: Bellamy

First Name: Rett MI: A

Home Address: 1266 Euclid City: Lincoln Zip Code: 68502

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Telephone Number: 402-601-9546

Drivers License Number: \_\_\_\_\_ State: NE

Are you married? (Please note if the above listed individual is separated, etc. spouse's information is still required to be listed below)

☐ YES

☒ NO

If yes, provide your spouse's information below

Spouses Last Name: \_\_\_\_\_

Spouses First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Drivers License Number: \_\_\_\_\_ State: \_\_\_\_\_

In compliance with the ADA, this individual insert form 1 is available in other formats for person with disabilities.  
A ten day advance period is required in writing to produce the alternate format.

FORM 35-4182  
REVISED 05/2007



Liquor License Business Report

Completed by Inv. Fosler #843

Business Name: sidewinders

Address: 1644 'O' Phone: \_\_\_\_\_

Type of Investigation: Purchase Upgrade Expansion New  
Owner Manager Other: \_\_\_\_\_

Type of Business: BAR

Liquor Class A B C D I J K Catering Other: \_\_\_\_\_

Ownership: Corporation Partnership Individual

Amount Financed: 20,000 Source: GRAND PARENTS

Lease Agreement: 3yr 2200<sup>00</sup>

Sales: %Food: — %Liquor: 100

Located: Commercial Industrial Residential

Traffic Flow: HEAVY Off Street Parking: Yes No

Ready for Operation: Yes No Est Date: MAY 08

Food Service: Yes No Employees: F/T 3 P/T 6

Est Seating: 300 Est Daily Customers 100-150

Hours of Operation: FRI 4pm-1am SMT-closed W-T-SAT 7pm-1am

Any Additional Comments: \_\_\_\_\_



WHEN THIS COPY CARRIES THE RAISED SEAL OF THE NEBRASKA STATE DEPARTMENT OF HEALTH, IT CERTIFIES THE BELOW TO BE A TRUE COPY OF AN ORIGINAL RECORD ON FILE WITH THE STATE DEPARTMENT OF HEALTH BUREAU OF VITAL STATISTICS, WHICH IS THE LEGAL DEPOSITORY FOR VITAL RECORDS.

DATE OF ISSUANCE

JUN 20 1985

LINCOLN, NEBRASKA

*Stanley S. Cooper*

STANLEY S. COOPER, DIRECTOR

BUREAU OF VITAL STATISTICS

STATE OF NEBRASKA - DEPARTMENT OF HEALTH

BUREAU OF VITAL STATISTICS

CERTIFICATE OF LIVE BIRTH

81 13768

126

1. CHILD NAME First Last Middle	2. SEX Male Female	3. DATE OF BIRTH Month Day Year	4. TIME OF BIRTH Hour Minute Second	5. PLACE OF BIRTH City or town County State
6. FATHER NAME First Last Middle	7. MOTHER NAME First Last Middle	8. DATE OF MARRIAGE Month Day Year	9. PLACE OF MARRIAGE City or town County State	10. CITY AND STATE OF BIRTH OF FATHER
11. FATHER NAME First Last Middle	12. MOTHER NAME First Last Middle	13. DATE OF BIRTH OF FATHER Month Day Year	14. PLACE OF BIRTH OF FATHER City or town County State	15. CITY AND STATE OF BIRTH OF MOTHER
16. FATHER NAME First Last Middle	17. MOTHER NAME First Last Middle	18. DATE OF BIRTH OF MOTHER Month Day Year	19. PLACE OF BIRTH OF MOTHER City or town County State	20. CITY AND STATE OF BIRTH OF CHILD
21. FATHER NAME First Last Middle	22. MOTHER NAME First Last Middle	23. DATE OF BIRTH OF CHILD Month Day Year	24. PLACE OF BIRTH OF CHILD City or town County State	25. CITY AND STATE OF BIRTH OF CHILD



RECEIVED

MAR 18 2008

#14

COMMERCIAL LEASE

NEBRASKA LIQUOR  
CONTROL COMMISSION

THIS COMMERCIAL LEASE (the "Lease") is made and entered into by and between DEAN INVESTMENTS CO, LLC, a Nebraska limited liability company (the "Landlord"), which has a mailing address of 1612 F Street Suite 8, Lincoln NE 68508, and Rett Bellamy (the "Tenant"), who has a mailing address of 1266 Euclid Ave, Lincoln NE 685\_\_.

1. PREMISES. Landlord hereby Leases to Tenant and Tenant hereby Leases from Landlord those certain premises in the City of Lincoln, County of Lancaster, State of Nebraska, more particularly described in the exhibit attached hereto, marked Exhibit "A" and by reference made a part hereof (the "Premises"). The Premises are a part of that building located at 1644 "O" Street.

2. CONDITION OF PREMISES. Tenant by execution of this Lease acknowledges that Tenant has inspected the Premises and accepts the Premises as it presently exists.

3. TERM. The term of this Lease shall be 3 years ("Lease Term"), commencing on the date of complete execution of this Lease ("Commencement Date"), and extending to and expiring on the end of the month which follows the Anniversary of the Commencement Date ("Expiration Date"). If Tenant has not negotiated with Landlord a renewal, extension of the Lease, or a new Lease within ninety (90) days of the Expiration Date, then Landlord shall be entitled to enter upon the Premises with prospective tenants for the purposes of showing the Premises, and to advertise the availability of the Premises by displaying, a "For Lease" sign on the Premises.

4. RENT AND SECURITY DEPOSIT.

a. Annual and Monthly Rent. Tenant agrees to pay Landlord as fixed minimum rent during the first Lease year, the sum of Twenty-seven Thousand (\$27,000.00) ("Annual Rent"), one twelfth (1/12) of which shall be due each month ("Monthly Rent") on the first day of each month during the said first year of the Lease Term, which year shall end on the last day of the month during which the first Anniversary of the Commencement Date falls. The Annual Rent for each subsequent year of the Lease Term shall be Two (%) of the Annual Rent for the previous year, payable in equal monthly amounts on the first day of each month. Tenant agrees that such Monthly Rent shall be delinquent if such Monthly Rent is not paid on or



before the fifth (5<sup>th</sup>) day of each month. In the event any Monthly Rent is not made on or before the fifth (5<sup>th</sup>) day of each and every month in which such payment falls due, Tenant will pay an agreed late fee of \_\_\_\_\_ percent (\_\_\_\_%) of the delinquent amount for each and every day that the Monthly Rent is delinquent, not as a penalty but as liquidated damages, it being understood that the damages arising from late payment are difficult to ascertain with specificity, and said amount constitutes Landlord's and Tenant's best and most reasonable estimate of actual damages. In the event the late charge is construed by any court to constitute usurious interest and not liquidated damages the amount of such late charges shall be reduced so, as not to exceed the maximum interest charge allowed by law.

- b. Security Deposit. Tenant has deposited with Landlord the sum of Zero Dollars (\$ 0 ) as a damage and security deposit ("Security Deposit") upon signing this Lease and Landlord acknowledges receipt of same. Landlord shall not be required to segregate the Security Deposit from other funds of Landlord or hold it in an interest bearing account.

5. USE OF PREMISES. Tenant agrees that the demised Premises shall be used and occupied only as: Tavern / Nightclub and for no other use or purposes without the written consent of Landlord. Tenant assumes all risk that the Premises is not zoned for such use, or that such use is otherwise prohibited by governmental authority. Tenant shall be required to comply with all governmental ordinances, statutes, and regulations regarding the use and occupancy of the Premises including, but not limited to, the Americans With Disabilities Act and the Lincoln Smoking Ordinance. Further, Tenant shall be responsible to obtain all governmental permits or approvals necessary for its use and occupancy of the Premises.

6. REPAIRS AND MAINTENANCE. Tenant, during the term of this Lease, shall, at Tenant's expense, make such repairs and perform such maintenance as will be reasonably necessary, to keep the Premises in good condition and repair and serviceable and of sightly appearance including, but not limited to, replacement of glass front windows, exterior doors, maintenance and repair of any overhead garage door and garage door openers, servicing of the heating and air conditioning system twice each year before the heating or cooling season begins, weed control, snow removal, and removal of trash and debris. Tenant further agrees that all damages or injury done to the Premises by Tenant or by any person



who may be in or upon the Premises with the permission of Tenant, express or implied, but not including Landlord or its agents, servants, and employees, shall be repaired by Tenant at its expense. Tenant agrees at the expiration of this Lease to quit and surrender the Premises in good condition and repair, broom clean and subject to reasonable wear, damage caused by an act of God or fire, or other cause beyond control of Tenant excepted. The maintenance obligations of Tenant do not include repairs to or maintenance of the roof, the exterior of the building, and the furnace and air conditioning servicing the Premises, all of which are the responsibility of Landlord.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not assign this Lease or any interest therein nor let or sublet the Premises or any part thereof or any right of privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person or entity without the written consent of Landlord first had and obtained. Consent to assignment shall not be unreasonably withheld by Landlord, but may be conditioned upon the financial and operational ability of such proposed assignee to perform the obligations of Tenant hereunder.

8. DEFAULT. This Lease is made upon the express condition that if Tenant fails to pay the Rent or any part thereof after the same shall become due, and such failure shall continue for a period of ten (10) days after written notice thereof from Landlord to Tenant, or if Tenant fails or neglects to perform, meet or observe any of Tenant's other obligations hereunder and such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant, then Landlord at any time thereafter, by written notice to Tenant, may lawfully declare the termination hereof and re-enter the Premises or any part thereof, and by due process of law, expel, remove and put out Tenant or any person or persons occupying the Premises and may remove all personal property therefrom without prejudice to any remedies which might otherwise be used for the collection of arrears of Rent or for preceding breach of covenant or conditions. Despite such reentry by Landlord, Tenant shall remain liable for damages accruing during the remainder of the Lease Term in the amount of the Monthly Rent, subject to any offset obtained through Landlord's efforts to reasonably mitigate its damages.

Notwithstanding any other provisions of this Lease, where the curing of an alleged default requires more than payment of money, and the work of curing said default cannot reasonably be accomplished within the time otherwise permitted herein, and where Tenant has commenced upon the said work of curing said default and is diligently pursuing same, then Tenant shall be entitled to reasonable time extensions to permit the completion of said work of curing said default, as a condition precedent to any re-entry by Landlord or termination of



this Lease by Landlord, and any defect that is cured shall not thereafter be grounds for re-entry or for termination.

9. NONWAIVER OF DEFAULT. The subsequent acceptance of Rent hereunder by Landlord shall not be deemed a waiver of any preceding breach of any obligation hereunder by Tenant other than the failure to pay the particular rental so accepted, and the waiver of any breach of any covenant or condition by Landlord shall not constitute a waiver of any other breach regardless of knowledge thereof.

10. UTILITIES AND SERVICES. Tenant agrees to pay for all water, fuel, gas, oil, heat, electricity, power, materials, and services which may be furnished to it or used by it in or about the Premises, and to keep the Premises free and clear of any lien or encumbrance of any kind whatsoever which may be created by Tenant's failure to pay for such utilities in a timely manner, whether such nonpayment is justified or not. The term "utilities" does not include telephone expenses, which shall be the sole responsibility of Tenant.

11. ENTRY AND INSPECTION. Tenant shall permit Landlord and his agents to enter the Premises at all reasonable times for any of the following purposes: to inspect the same; to maintain or make improvements to the building in which the Premises are located; to make such repairs to the Premises as Landlord is obligated to or may elect to make; and to post notices of non-responsibility for alterations or additions or repairs. Landlord shall have such right of entry and the right to fulfill the purpose thereof without any rebate of rent to Tenant for any loss of occupancy or quiet enjoyment of the Premises thereby occasioned, and such actions by Landlord shall not be considered a constructive eviction.

12. DESTRUCTION OF PREMISES. In the event of a total or partial destruction of the Premises during the Lease Term from any cause, Landlord shall forthwith repair the same, provided such repairs can be made within one hundred eighty (180) days under the laws and regulations of state, federal, county or municipal authorities, but such partial destruction shall in no way annul or void this Lease, except that the Rent reserved to be paid hereunder shall be equitably adjusted or abated according to the amount and value of the undamaged space. If such repairs cannot be made within one hundred eighty (180) days, this Lease may be terminated at the option of either party.

13. ALTERATIONS. Tenant shall not make, or suffer to be made, any alterations to the Premises or any improvements thereto, without the written consent of Landlord first had and obtained, and any additions to, improvements



to, or alterations of, the Premises shall become at once a part of the premises and belong to Landlord, and shall not be removed upon termination of the Lease. If written consent of Landlord to any proposed alterations by Tenant shall have been obtained, Tenant agrees to advise Landlord in writing of the date upon which such alterations will commence in order to permit Landlord to post a notice of non-responsibility. Tenant shall keep the Premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Tenant shall comply with all Lincoln City Ordinances and Regulations, as well as all applicable state laws in the construction of any alterations or improvements on the Premises. The parties agree that upon termination of this Lease, and provided Tenant is not then in default, Tenant may remove any trade fixtures installed on the Premises, provided such trade fixtures are removed without damage to the Premises. Tenant, at its cost, shall repair any damage caused by its removal of any of its trade fixtures.

14. CONDEMNATION. If the whole of the Premises hereby demised shall be taken or condemned by any competent authority for any public use or purpose, then the Lease Term hereby granted shall cease on the day prior to the taking of possession by such authority or on the day prior to the vesting of title in such authority, whichever first occurs, and Rent hereunder shall be paid to and adjusted as of that day. If a portion of the Premises shall be condemned or taken and, as a result thereof, there shall be such a major change in the character of the Premises as to prevent Tenant from using the same in substantially the same manner as theretofore used, then and in that event Tenant may either cancel and terminate this Lease, as of the date when the part of the Premises so taken or condemned shall be required for such public purpose, or said Tenant may continue to occupy the remaining portion, provided, however, Tenant shall give written notice to Landlord within fifteen (15) days after the date of any taking or vesting of title of its election. In the event Tenant shall remain in possession and occupation of the remaining portion of the Premises, all the terms and conditions of this Lease shall remain in full force and effect with respect to such remaining portion, except that the Rent reserved to be paid hereunder shall be equitably adjusted according to the amount and value of such remaining Premises; and provided further that Landlord shall, at Landlord's own expense, promptly and with all reasonable diligence (subject to strikes, lockouts, inability to procure material and labor in the free market, governmental restrictions, fire, the elements, and other extraordinary conditions beyond Landlord's reasonable control) do such work as to make a complete architectural unit of the remainder of the building for the Premises and this Lease shall continue for the balance of its term, subject to the terms and conditions herein stated.



The entire award of damages or compensation for the Premises taken or the amount paid pursuant to private purchase in lieu thereof, whether such condemnation or sale be for all the Premises or a part thereof, shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord any and all such award or purchase price. Nothing herein contained shall be deemed or construed to prevent Tenant from interposing and prosecuting in any condemnation proceeding a claim for the value of any trade fixtures installed in the Premises by Tenant in the case of a partial condemnation of the Premises, or the cost, loss or damages sustained by Tenant as the result of any alterations, modifications or repairs which may be reasonably required of Tenant in order to place the remaining portion of the Premises not so condemned, in a suitable condition for Tenant's further occupancy.

15. ABANDONMENT. Tenant agrees not to vacate or abandon the Premises at any time during the demised term. Should Tenant vacate or abandon the Premises or be dispossessed by process by law or otherwise, such abandonment, vacation or dispossession shall be a breach of this Lease and, in addition to any other rights which Landlord may have, Landlord may remove any personal property belonging to Tenant which remains on the Premises and store the same, such removal and storage to be for the account of Tenant, who may reclaim the same upon paying reasonable removal and storage charges, all in accordance with Nebraska law. If Tenant fails to reclaim such personal property within ninety (90) days of abandonment, vacation, or dispossession, title to such personal property shall then be disposed of in accordance with Nebraska law.

16. LAWS AND REGULATIONS. Tenant, at his own cost and expense, shall comply promptly with all laws, rules, and orders of all federal, state and municipal governments or departments which may be applicable to the Leased Premises, including those laws, rules and orders specifically referred to in Paragraph 23 below.

17. NOTICES. All notices to be given to Tenant shall be in writing, deposited in the U.S. mail, certified or registered, with postage prepaid, and addressed to Tenant at the address provided above. Notices by Tenant to Landlord shall be in writing, deposited in the U.S. mail, certified or registered with postage prepaid, and addressed to Landlord at the address provided above. Notices shall be deemed delivered when deposited in the U.S. mail, as above provided. Change of address by either party must be by notice given to the other in the same manner as above specified.

18. HOLDING OVER. Any holding over after the expiration of said term, with the consent of Landlord, shall be construed to be a tenancy from month to



month, and shall be on the terms and conditions herein specified, so far as applicable, except that the Rental shall increase to One Hundred Fifteen Percent (115%) of the prior year's rent.

19. INSURANCE. This Lease is made upon the express condition that Landlord shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person or persons or property of any kind whatsoever, whether the person or property of Tenant, its agents or employees, or third persons from any cause or causes whatsoever, while in or upon the Premises or any part thereof during the Lease Term or occasioned by any occupancy or use of the Premises or any activity carried on by Tenant in connection therewith, and Tenant hereby covenants and agrees to carry liability insurance with regard to the Premises in the sum of not less than One Million and No100 Dollars (\$1,000,000.00) per occurrence, naming Landlord as an additional insured, and to show proof of said insurance upon demand. Further Tenant's policy shall be endorsed so that Landlord receives simultaneous copies of any notice of cancellation of such insurance. Tenant hereby covenants and agrees to indemnify and save harmless Landlord from all liabilities, charges, expenses (including attorney fees) and costs on account of or by reason of any injuries, liabilities, claims, suits or losses however occurring, or damages arising out of or in any way connected with the Premises.

20. SUBORDINATION. Tenant agrees that this Lease shall be subordinate to any mortgages or trust deeds that may hereafter be placed upon the Premises, to any and all advances made or to be made under them, to the interest and all obligations secured by them, and to all renewals, replacements, and extensions of them. Further, Tenant agrees to attorn to any Mortgagee in possession, or any purchaser of the property on which the Premises are located, at any foreclosure sale or sale under a deed of trust.

21. RELATIONSHIP OF PARTIES. It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant and that Landlord has no ownership in Tenant's enterprise and that this Lease shall not be construed as a joint venture or partnership. Tenant is not and shall not be deemed to be an agent or representative of Landlord.

22. SUCCESSORS. All the terms covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this paragraph shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions of Paragraph 7.



23. ACCESSIBILITY UNDER THE ADA AND STATE AND LOCAL DISCRIMINATION LAWS. Tenant shall not do, and shall not permit persons within Tenant's control to do, any act or thing in or upon the Premises or the Building of which the Premises are a part which will invalidate or be in conflict with the certificate of occupancy for the Premises or the building or violate any requirements. Tenant shall, at Tenant's sole cost and expense, take all action, including any required alterations necessary to comply with all City ordinances, state laws or the Americans With Disabilities Act of 1990 (the "A.D.A."), each as modified and supplemented from time to time) which shall impose any violation, order or duty upon Landlord or Tenant arising from, or in connection with, the Premises, Tenant's occupancy, use or manner of use of the Premises (including, without limitation, any occupancy, use of manner of use that constitutes a "place of public accommodation" under the A.D.A.), or any installations in the Premises, or required by reason of a breach of any of Tenant's covenants or agreements under this Lease, whether or not such requirements shall now be in effect or hereafter enacted or issued, and whether or not any work required shall be ordinary or extraordinary or foreseen or unforeseen at the date hereof. Notwithstanding the preceding sentence, Tenant shall not be obligated to perform any alterations necessary to comply with any requirements, unless compliance shall be required by reason of (i) any cause or condition arising out of any alterations or installations in the Premises (whether made by Tenant or by Landlord on behalf of Tenant); or (ii) Tenant's particular use, manner of use or occupancy on behalf of Tenant, of the Premises; or (iii) any breach of any of Tenant's covenants or agreements under this Lease; or (iv) any wrongful act or omission by Tenant or persons within Tenant's control; or (v) Tenant's use or manner of use or occupancy of the Premises as a "place of public accommodation" within the meaning of the A.D.A.

24. HAZARDOUS WASTE. Tenant covenants that Tenant shall not store, handle, treat, dispose of, discharge, or produce Hazardous Waste in the Premises, except as permissible by applicable laws. "Hazardous Waste" is defined as any waste, product, substance or material which is regulated or monitored by any federal, state or local law, ordinance, or governmental authority, including without limitation the United States Environmental Protection Agency or any waste, product, substance or material whose use, storage handling treatment disposal discharge, or production is likewise regulated or monitored.

Tenant hereby agrees to indemnify, save, defend (at Tenant's cost and sole expense) and hold harmless Landlord and the officers, directors, agents and employees of Landlord, and the successors and assigns of each of the foregoing (all of such persons or entities being collectively referred to herein as "Indemnified Persons" and each such reference shall refer jointly and severally to each person),



from and against the full amount of any and all Losses except as hereinafter specifically expected. "Losses" shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements) including, but not limited to, all actual attorneys' fees and all other professional or consultants' expenses incurred in investigating, preparing for, serving as a witness in or defending against any action or proceeding, whether actually commenced or threatened, which may be asserted against any Indemnified Person), arising from, in respect of, as a consequence of, or in connection with any of the following: (i) the removal of any Hazardous Material (as hereinafter defined) on, within or released from the Property, whether such removal is done or completed by Tenant, Landlord, or any other person or entity and regardless of whether or not such removal is rendered pursuant to a court order or the order of an administrative agency; (ii) claims asserted by any person or entity (including, without limitation, any governmental agency or quasi-governmental authority, board, bureau, commission, department, instrumentality or public body, court, or administrative tribunal (a "Governmental Agency")), in connection with or in any way arising out of the presence, storage, use, disposal, generation, transportation, or treatment of any Hazardous Material at, upon, under or within the Property, during the term of this Lease; (iii) the violation or claimed violation of any Environmental Laws (as hereinafter defined) in regard to the Property, if such violation or claimed violation occurs during the term of this Lease or (Property as used herein shall include the Premises and any contiguous property owned by Landlord of the which the Premises are a part); (iv) the preparation of an environmental audit on the Property, whether conducted or authorized by Tenant, Landlord, or a third party or the implementation of any environmental audit's recommendations. Landlord may employ the attorneys and/or consultants of its choice. However, the foregoing shall not apply to Losses resulting from Hazardous Materials brought onto the Property by Indemnified Persons.

As used herein, the term "Environmental Laws" shall mean any local, state, or federal laws, rules ordinances or regulations either in existence as of the date hereof, or enacted or promulgated after the date of this Agreement, that concern the existence, management, control, discharge, treatment, containment, and/or removal of substances or materials that are or may become a threat to public health or the environment; or any common law theory based on nuisance, trespass, negligence, strict liability, aiding and abetting or other tortious conduct.

25. RELEASE WAIVER OF RECOVERY RIGHTS. The parties named in the Lease to which this is attached hereby agree as follows: Each party hereby releases the other from any claim for recovery for any loss or damage to any of its property which is insured under valid and collectible insurance policies to the



extent of any recovery collectible under such insurance. It is further agreed that this waiver shall apply only when permitted by the applicable policy of insurance.

26. MISCELLANEOUS.

- a. The paragraph captions in this Lease are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions hereof.
- b. Time is of the essence of this Lease and of all provisions hereof.
- c. This Lease shall be construed and enforced in accordance with the laws of the State of Nebraska.

27. SPECIAL PROVISIONS LEASE RIDER. This Lease incorporates those Special Provisions described on the Lease Rider attached as Exhibit "B" attached and incorporated by this reference.

IN WITNESS WHEREOF Landlord and Tenant have executed this Lease of the 7th day of March, 2008.

"LANDLORD"

DEAN INVESTMENTS CO. LLC

By: Michael Dean  
Michael Dean, Member

"TENANT"

Rett Bellamy

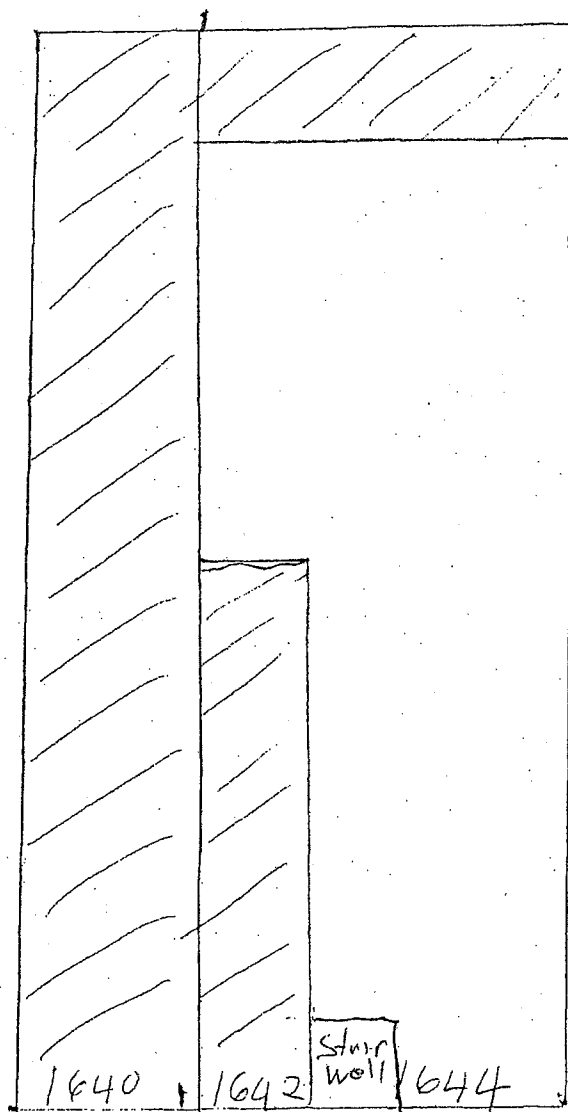
By: Rett Bellamy



EXHIBIT A

That portion of Lots Sixteen (16), Seventeen (17) and Eighteen (18), County Clerks Subdivision of Lot Sixty-five (65), Little's Subdivision, Lincoln, Lancaster County, Nebraska, more specifically described as:

The first floor of the building more commonly known as 1644 "O" Street, Lincoln, Nebraska (but excluding the elevator and stair space and access thereto) as shown below: (Draw building and show dimensions of space rented under this lease)



Big O King  
Tattoo Tut Tavern



## EXHIBIT "B"

### SPECIAL PROVISION LEASE RIDER

This Special Provision Lease Rider ("Rider") is made this 7<sup>th</sup> day of March, 2008, between Dean Investments Co., LLC (the "Landlord") and Rett Bellamy (the "Tenant"). This Rider supplements and modifies the terms of the Commercial Lease (the "Lease") dated as of this same date between Landlord and Tenant. In the event there is a conflict between the terms of the Lease and this Rider, the terms of this Rider shall control. Collectively, the Lease Agreement and this Rider shall be referred to as the "Lease".

28. **Liquor License Contingency.** The Lease shall be contingent upon the ability of Tenant to obtain a liquor license to be approved by the Nebraska Liquor Control Commission and the City of Lincoln describing the Premises as the "Licensed Premises" for purposes of the liquor license. In the event that Tenant does not obtain approval of the liquor license for the Premises from such governmental authorities, Tenant shall have the option and right to terminate this Lease whereupon Landlord shall refund the Security Deposit to Tenant, provided Tenant provides Landlord with evidence that all bills and invoices for any construction work done at the Premises has been paid in full.

29. **Options to Renew.** Notwithstanding the provisions of paragraph 3 of the Lease to the contrary, in the event that Tenant has faithfully and fully performed its obligations under the Lease and no default of Tenant exists, Tenant shall have the right and option to renew its occupancy and possession of the Premises for three (3) additional terms of one (1) year each. To exercise such option, Tenant shall be required to deliver written notice to Landlord at least ninety (90) days prior to the expiration of the then existing term of the Lease. All other terms and conditions of the Lease shall control Tenant's occupancy and possession during such renewal terms, except that the Annual Rent shall adjust as provided in paragraph 4(a) of the Lease.

30. **Rent Abatement.** Notwithstanding the obligations arising under paragraph 4 of the Lease for the payment of Monthly Rent, as an inducement to Tenant and to accommodate Tenant's need to complete certain Tenant Improvements (defined below) within the Premises, Landlord shall grant Tenant early possession of the Premises upon execution of the Lease and Tenant's delivery of evidence of liability insurance coverage as required by paragraph 19 of the Lease. Tenant shall not be obligated to pay rental for the months of February and March, and his obligation to pay rent shall commence on April 1, 2008. Thereafter, Tenant shall be obligated to pay rent on the first day of each month as required by paragraph 4 of the Lease.



31. **Tenant Improvements.** Upon execution of this Lease and Tenant's compliance with delivery of evidence of its insurance coverage as required by paragraph 19 of the Lease, Tenant shall be entitled to make certain improvements to the Premises. The provisions of paragraph 31 of this Rider shall be in addition to those requirements under paragraph 13 of the Lease.

- A. Plans. Tenant shall provide Landlord with a copy of the architectural plans and specifications (the "Plans"), showing in detail the improvements Tenant desires to make to the Premises (collectively, the "Tenant Improvements"). Landlord in its discretion shall have the right to approve such Plans and in the event that Landlord objects to any feature, design, or material usage of such plans and specifications, Landlord shall notify Tenant within three (3) business days thereafter, whereupon Tenant shall revise the Plans.
- B. Tenant Improvement Budget. Tenant shall provide Landlord with a budget for scope of work to be undertaken by Tenant in connection with the Tenant Improvements made by Tenant to the Premises. The budget shall be subject to Landlord's review and approval.
- C. Evidence of Financing. Prior to the commencement of any of the work of the Tenant Improvements, Tenant shall provide Landlord with:
  - i. Evidence of a financing commitment from a commercial lender; or
  - ii. Landlord and Tenant shall establish an escrow account ("Escrow Account") into which Tenant shall deposit the sum of ~~Twenty-six thousand~~ <sup>Twenty-six</sup> (\$26,000.00), which shall not be less than eighty percent (80%) of the budget approved by Landlord above. The Escrow Account shall be established either with an independent title insurance company or with Landlord in trust for the account and benefit of Tenant. Such Escrow Account shall require the signature of Tenant and Landlord for disbursement therefrom to the subcontractors and suppliers which will be providing materials and constructing the Tenant Improvements to the Premises. In the event that Tenant elects to establish the Escrow Account with a title insurance company, the parties shall execute the title insurance company's standard form of escrow agreement and provide joint instructions to the title insurance



company on a monthly basis for disbursement to the suppliers and subcontractors out of such Escrow Account.

- D. Lien Waivers. As a part of the disbursement of funds from the Escrow Account to the subcontractors and suppliers, Tenant shall obtain and deliver to Landlord executed lien waivers from the subcontractors and suppliers receiving payment. The form of the Lien Waiver is attached as Exhibit "C" and incorporated by this reference. In such Lien Waiver, each supplier and subcontractor shall waive their rights to file any construction or mechanic liens against the building owned by Landlord, including the Premises.

32. **Assignment and Guaranty.** This Lease is being executed naming Rhett Bellamy individually as the Tenant. In the event that Mr. Bellamy elects to form an entity to serve as the Tenant, Mr. Bellamy will have the one-time right to assign this Lease to such entity. In such event, Mr. Bellamy shall execute the form of the Lease Guaranty attached as Exhibit "D" and incorporated by this reference. In addition, in order to further secure the performance of Tenant under this Lease, regardless of whether or not Mr. Bellamy forms an entity, Mr. Bellamy shall provide Landlord with a Lease Guaranty in the form attached as Exhibit "D" from one of his investors, along with a financial statement evidencing that such guarantor has a net worth which in Landlord's opinion is sufficient to provide the security for Tenant's performance of its obligations under the Lease.

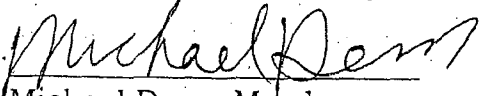
33. **Stairwell.** As a part of Tenant's Improvements, Tenant shall be removing the existing stairwell located midpoint of the Premises. Such stairwell provide access to the second floor of the Building. During the Lease Term, Landlord has the right upon thirty (30) days advance written notice to Tenant to recapture sufficient space, as depicted on Exhibit "A", from the Premises in order to construct and install, at Landlord's cost, a new stairwell to be utilized by Landlord to access the space on the second floor of the building. In the event that Landlord exercises such right to install a replacement stairwell, Landlord shall be obligated to construct it in a good and workmanlike manner and be able to secure such stairwell from access of the Premises. Upon completion of such new stairwell, the Lease shall continue unmodified.

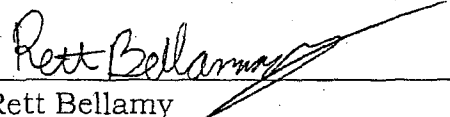
"LANDLORD"

"TENANT"

DEAN INVESTMENTS CO. LLC

By:

  
Michael Dean, Member

  
Rett Bellamy



# Purposed Inventory

RECEIVED

MAR 18 2008

NEBRASKA LIQUOR  
CONTROL COMMISSION

VENDOR	PRODUCT	PRICE EA	QUANTITY	TOTAL
NEB.WINE	ABSOLTE 750	\$18.25	4	\$73.00
	SKYY	\$16.50	2	\$33.00
	JIM BEAM	\$13.58	5	\$67.90
	KESSLER	\$7.33	2	\$14.66
WELL BOURB.	**CANADIAN SPRINGS**	CASE \$70.00	1	\$70.00
	WINDSOR	CASE \$95.50	1	\$95.50
WELL TEQUILA	**JUAREZ***	CASE \$99.00	1	\$99.00
	SAUZA SILVER	\$14.67	2	\$29.34
	**JAGER	CASE \$215.00	1	\$215.00
	DEKUYPER PUCKER APPL	\$9.00	1	\$9.00
	RASPBERRY	\$9.00	1	\$9.00
	WATERMELON	\$9.00	1	\$9.00
	ROSES LIME	CASE \$52.50	1	\$52.50
	GRENADINE	CASE \$44.00	1	\$44.00
	MIDORI	\$15.50	2	\$31.00
	CANADIAN CLUB	\$12.75	2	\$25.50
		\$0.00		
		\$0.00		\$877.40
REPUBLIC	GREY GOOSE	\$26.50	2	\$53.00
	STOLI	\$17.25	2	\$34.50
	VANILLA	\$17.25	2	\$34.50
	RASPBERRY	\$17.25	1	\$17.25
	JACK DANIELS BLK LABEL	CASE \$216.00	1	\$216.00
	WILD TURKEY 101	CASE \$194.00	1	\$194.00
	JAMESON IRISH WHISKEY	\$18.17	1	\$18.17
	CHIVAS SCOTCH	\$25.25	1	\$25.25
WELL SCOTCH	**CLAN MACGREGOR***	CASE \$97.00	1	\$97.00
	DEWARS WHT LABEL	\$17.50	1	\$17.50
	BACARDI	CASE \$136.00	1	\$136.00
WELL RUM	***BARTON RUM***	CASE \$63.00	1	\$63.00
	SAYLOR JERRY	\$13.00	2	\$26.00
	MALIBU	\$14.17	2	\$28.34
	CHAMBORD	\$25.67	1	\$25.67
	DR MCGILLICUDDY VAN	\$10.83	1	\$10.83
	KAHLUA	\$17.75	3	\$53.25
	MAUI BLUE	\$7.42	2	\$14.84
	SO-CO	\$16.50	2	\$33.00
	BOMBAY SAPPHIRE	\$18.33	1	\$18.33
WELL GIN	***BARTON***	\$5.33	5	\$26.65
				#####
STERLING	KETL ONE	\$19.92		\$0.00
WELL VODKA	***POPOV***	CASE \$73.00	1	\$73.00
	SMIRNOFF	CASE \$149.00	1	\$149.00
	VANILLA	\$10.64	2	\$21.28
	CITRON	\$10.64	2	\$21.28



SEGRAMS VO		\$13.17	2	\$26.34
CROWN ROYAL	CASE	\$242.00	1	\$242.00
BUSHMILL		\$17.42	1	\$17.42
JOHNNIE WALKER RED		\$17.00	1	\$17.00
JOSE CUERVO	CASE	\$175.00	1	\$175.00
TANQUERAY		\$16.50	2	\$33.00
CAPTAIN MORGAN	CASE	\$161.00	1	\$161.00
BAILEYS		\$18.75	2	\$37.50
GOLDSCHLAGER	CASE	\$198.00	1	\$198.00
RUMPLEMINZE		\$16.50	2	\$33.00
TEQUILA ROSE		\$15.50	2	\$31.00
BOULAIN AMARETTO		\$7.50	3	\$22.50
BLUE CURCAO		\$7.50	1	\$7.50
BUTTERSCOTCH SCHN		\$7.50	6	\$45.00
PEPPERMINT SCHN		\$7.50	1	\$7.50
SLOE GIN		\$7.50	2	\$15.00
TRIPLE SEC	CASE	\$90.00	1	\$90.00
PEACH SCHNAPPS		\$7.70	6	\$46.20

#####

JOHNSON

UV BLUE	CASE	\$108.00	1	\$108.00
---------	------	----------	---	----------

\$108.00

TOTAL ALLLIQUOR #####



VENDOR	PRODUCT	PRICE EA	QUANTITY	TOTAL
DOUBLE EAGLE				
	BUD LITE BOTTLES	\$17.20	10	\$172.00
	BUD BOTTLES	\$17.20	5	\$86.00
	BUD SELECT BOTTLES	\$17.20	2	\$34.40
	BUSCH LITE BOTTLES	\$14.35	5	\$71.75
	MICHELOB ULTRA	\$18.25	2	\$36.50
	MICHELOB LITE	\$18.25	2	\$36.50
	O'DOULS	\$15.50	1	\$15.50
	CORONA	\$24.70	3	\$74.10
	ROLLING ROCK	\$18.45	1	\$18.45
	BACARDI SILVER RAZZ	\$18.45	1	\$18.45
**	PACIFICO	\$24.70	1	\$24.70
				\$0.00
	1/2 BBLs			\$0.00
				\$0.00
	BUD LITE	\$72.40	4	\$289.60
**	BUD	\$72.40	1	\$72.40
				<b>\$950.35</b>
K&Z	MILLER LITE BOTTLES	\$17.20	8	\$25.20
	MILLER GENUINE DRAFT	\$17.20	2	\$34.40
	MILLER HIGHLIFE	\$14.35	2	\$28.70
****	MILLER CHILL		1	\$0.00
**	FOSTERS OIL CANS	\$21.35	1	\$21.35
	HEINEKEN	\$21.20	3	\$63.60
	MIKES HARD LEMONADE	\$25.50	1	\$25.50
	CRANBERRY	\$25.50	1	\$25.50
				\$0.00
	1/2 BBLs			\$0.00
				\$0.00
	MILLER LITE	\$72.40	3	\$217.20
	SAM ADAMS LAGER	\$103.50	2	\$207.00
				<b>\$648.45</b>
****	COORS BOTTLES		1	\$0.00
	COORS LITE		3	\$0.00
				\$0.00
CRAPPY CANS	OLD STYLE			\$0.00
	PBR			\$0.00
				\$0.00
NEB WINE	BASS ALE BOTTLES		1	\$0.00
	FAT TIRE AMBER	\$22.50	1	\$22.50
	SUNSHINE WHEAT	\$22.50	1	\$22.50
	GUINNESS CANS 4 PKS 16C	\$33.75	1	\$33.75
	REDSTRIPE	\$25.50	1	\$25.50
	SMIRNOFF ICE	\$25.50	1	\$25.50



TWISTED GRN APLE	\$25.50	1	\$25.50
SHINER BOCK	\$22.50	1	\$22.50
			<b>\$177.75</b>

<b>TOTAL BEER</b>			<b>\$1,776.55</b>
-------------------	--	--	-------------------